

1 BILL NO. S-84-10- 14

2 SPECIAL ORDINANCE NO. S- 129-84

3 AN ORDINANCE approving Contract  
4 for Resolution #6006-84 - Memorial  
5 Park, Phase III by the City of Fort  
6 Wayne by and through its Board of  
Public Works and Safety with Hipkind  
Concrete Corporation.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract for Resolution  
10 #6006-84 - Memorial Park, Phase III by the City of Fort Wayne by  
11 and through its Board of Public Works and Safety with Hipkind  
12 Concrete Corporation, is hereby ratified, confirmed and approved  
13 in all respects. The work under said Contract requires:

14 installation of curbs, sidewalks and  
15 street lights from Maumee Avenue to  
center of Lot 131 on west side and to  
center of Lot 178 on east side;

16 ALTERNATE I consists of installation  
17 on Alliger Street from Grant Avenue  
to Fletcher Avenue;

18 ALTERNATE II consists of installation  
19 on Alliger Street from Fletcher Avenue  
to Anthony Boulevard;

20  
21 the Contract price for the base bid is Fifty-Seven Thousand Four  
22 Hundred Seven and 50/100 Dollars (\$57,407.50) - the price for  
23 Alternate I is Thirteen Thousand Forty-Four and No/100 Dollars  
24 (\$13,044.00) - the price for Alternate II is Eight Thousand Eight  
25 Hundred Forty-Six and 50/100 Dollars (\$8,846.50); (Alternates I  
26 and II are contingent on money being available from C.D. & P.)

27 SECTION 2. Prior Approval was received from Council with  
28 respect to the Contract on July 10, 1984. Two (2) copies of the  
29 Contract attached hereto are on file with the City Clerk's Office  
30 and are available for public inspection.

31 SECTION 3. That this Ordinance shall be in full force  
32 and effect from and after its passage and any and all necessary  
33 approval by the Mayor.



Page Two

Samuel J. Talarico  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

Bruce O. Boxberger  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Talarico, seconded by Gia Quinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S..

DATE: 10-9-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>1</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>1</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>1</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>1</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>1</u>	_____	_____	_____	_____
<u>REDD</u>	<u>1</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>1</u>	_____	_____	_____	_____
<u>STIER</u>	<u>1</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>1</u>	_____	_____	_____	_____

DATE: 10-23-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. 1-129-84 on the 23rd day of October, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 1984, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of October, 1984, at the hour of 2<sup>nd</sup> o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



9/21/84

---

----- 5502 MASON DRIVE, FORT WAYNE, INDIANA -----

This Area also known as MEMORIAL PARK PHASE III

Concrete Removal	One dollar and ninety cents per square yard	1.90
Curb Removal	One Dollar and no cents per lineal foot	1.00
6" Wingwalk W/Ramp	One dollar and seventy cents per square foot	1.70
8" Alley/Drive Approach	Seventeen dollars and no cents per square yard	17.00
6" Drive Approach	Fifteen dollars and no cents per square yard	15.00
4" Walk	One dollar and fifty cents per square foot	1.50
Type III Curb	Six dollars and fifty cents per lineal foot	6.50
Remove & Replace Type I-C Catch Basin	Twelve hundred dollars and no cents per each	1200.00
Remove & Replace Type I-C Inlet	Five hundred and fifty dollars and no cents per each	550.00
Backfill for Seed	Three dollars and no cents per ton	3.00
Seed, Mulch & Fertilizer	No dollar and fifty cents per square yard	0.50
Install 16 ft. Embedded Pole 4 Ft. Deep W/Polycet	Eighty-five dollars and no cents per each	85.00



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 6006-84, the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before September 30, 1984, 19   and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date           , 19   until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places; and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 26<sup>th</sup>

day of September, 1984

ATTEST:

Janice M. Hipskind  
Corporate Secretary

HIPSKIND CONCRETE CORPORATION

BY: Patricia D. Hipskind

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

David R. Hunt  
Cosette R. Simon

ATTEST:

Helen O. Gochenour  
Secretary and Clerk

                      
Its Board of Public Works and Mayor.



Install TC100R Luminaire & Lamp	Forty-five dollars and no cents per each	45.00
Trench in Earth 20" Deep	No dollar and seventy cents per lineal foot	0.70
Bore/Push 1½" Tubing under Drives, Streets, Trees & Walks	Four dollars and forty cents per lineal foot	4.40
Install 2/c / 1/c #4 Wire in Trench or Conduit	No dollar and thirty-five cents per lineal foot	0.35
Install 10 Ft. Riser Section	Forty-five dollars and no cents per each	45.00
Remove & Stump Trees	Fifty dollars and no cents per each	50.00
Asphalt Patching	No dollar and ten cents per lineal foot	0.10
BASE BID	Fifty-seven thousand, four hundred seven dollars and fifty cents	\$57,407.50

#### ALTERNATE I

Concrete Removal	One dollar and ninety cents per square yard	1.90
Curb Removal	One dollar and no cents per lineal foot	1.00
6" Wingwalk W/Ramp	One dollar and seventy cents per square foot	1.70
8" Alley/Drive Approach	Seventeen dollars and no cents per square yard	17.00
6" Drive Approach	Fifteen dollars and no cents per square yard	15.00
4" Walk	One dollar and fifty cents per square foot	1.50
Type III Curb	Six dollars and fifty cents per lineal foot	6.50
Remove & Replace Type I-C Catch Basin	Twelve hundred dollars and no cents per each	1200.00
Install 16 Ft. Embedded Pole 4 Ft. Deep W/Polycet	Eighty-five dollars and no cents per each	85.00
Install TC100R Luminaire W/Lamp	Forty-five dollars and no cents per each	45.00
Trench in Earth 20" Deep	No dollar and seventy cents per lineal foot	0.70
Bore/Push 1½" Tubing under Drives, Streets, Trees & Walks	Four dollars and forty cents per lineal foot	4.40
Install 2/c / 1/c #4 Wire in Trench or Conduit	No dollar and thirty-five cents per lineal foot	0.35
Backfill for Seed	One dollar and no cents per ton	1.00
Seed, Mulch & Fertilizer	No dollar and fifty cents per square yard	0.50
Asphalt Patching	No dollar and ten cents per lineal foot	0.10
ALTERNATE I	Thirteen thousand, forty-four dollars and no cents	\$13,044.00



ALTERNATE II

Concrete Removal	One dollar and ninety cents per square yard	1.90
Curb Removal	One dollar and no cents per lineal foot	1.00
6" Wingwalk	One dollar and seventy cents per square foot	1.70
8" Alley/Drive Approach	Seventeen dollars and no cents per square yard	17.00
6" Drive Approach	Fifteen dollars and no cents per square yard	15.00
4" Walk	One dollar and fifty cents per square foot	1.50
Remove & Replace Type I-C Catchbasin	Twelve Hundred dollars and no cents per each	1200.00
Type III Curb	Six dollars and fifty cents per lineal foot	6.50
Install 16 Ft. Embedded Pole 4 Ft. Deep w/Polycet	Eighty-Five dollars and no cents per each	85.00
Install TC100R Luminaire & Lamp	Forty-Five dollars and no cents per each	45.00
Trench in Earth 20" Deep	No dollar and seventy cents per lineal foot	0.70
Bore/Push 1½" Tubing under Drives, Streets, Trees and Walks	Four dollars and forty cents per lineal foot	4.40
Install 2/c / 1/c #4 Wire in Trench or Conduit	No dollar and thirty-five cents per lineal foot	0.35
Install 10' Riser	Forty-Five dollars and no cents per each	45.00
Backfill for Seed	One dollar and no cents per Ton	1.00
Seed, Mulch & Fertilizer	No dollar and fifty cents per square yard	0.50
Asphalt Patching	No dollar and ten cents per lineal foot	0.10
ALTERNATE II	Eight thousand, eight hundred forty-six dollars and fifty cents	\$8,846.50
TOTAL BID (INCLUDING BASE BID, ALTERNATE I AND ALTERNATE II)	Seventy-nine thousand, two hundred ninety-eight dollars and no cents	\$79,298.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.)

A copy of General Ordinance No. G-34-78 (as amended) concerning discrimination in employment under municipal contracts, is attached and incorporated herein by reference.



FOR CURB AND SIDEWALK

6/6/84

No. 6006-84

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve Grant Avenue with curb sidewalk and street lights from  
Maumee Ave. to center of Lot 131 on west side and to center of Lot 178 on east side.

Alternate I Alliger Street with curb, walks and street lights from Grant Ave. to Fletcher Ave

Alternate II Alliger Street with curb, walks and street lights from Fletcher Ave. to Anthony  
Blvd.

This area is known as MEMORIAL PARK, PHASE III.

and in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
shall be to the general public of the City of Fort Wayne and that no special benefits  
shall accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement.. The cost of said improvement shall be paid BY C.D. & P.

Adopted, this 6<sup>th</sup> day of June, 1984

ATTEST:

Helene A. Gochenaux  
Secretary & Clerk

BOARD OF PUBLIC WORKS:

David J. Kent  
James Haley



PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION  
as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND -----  
-----, a corporation organized under the laws of the  
State of \_\_\_\_\_, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of SEVENTY-NINE THOUSAND,  
TWO HUNDRED NINETY-EIGHT DOLLARS AND NO CENTS -----  
-----  
(\$ 79,298.00 -----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 26<sup>th</sup> day of September, 1984  
enter into a contract with the City of Fort Wayne to construct  
RESOLUTION NO. 6006-84

To improve GRANT AVENUE with curb sidewalk and street lights from Maumee Avenue to  
center of Lot 131 on west side and to center of Lot 178 on east side (BASE BID).

ALTERNATE I ALLIGER STREET with curb, walks and street lights from Grant Avenue to  
Fletcher Avenue

ALTERNATE II ALLIGER STREET with curb, walks, and street lights from Fletcher Avenue  
to Anthony Blvd.

This Area also known as MEMORIAL PARK PHASE III

at a cost of \$ 79,298.00 -----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION

(Contractor)

BY: 

ITS: President

ATTEST:

Marcia S. Dunwoody

(Title)

FIDELITY & DEPOSIT COMPANY

Surety

\*BY: 

Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- HIPSKIND CONCRETE CORPORATION -----  
(Name of Contractor)  
----- 5502 MASON DRIVE, FORT WAYNE, INDIANA -----  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)  
and FIDELITY AND DEPOSIT COMPANY OF MARYLAND -----  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SEVENTY-NINE THOUSAND, TWO HUNDRED NINETY-EIGHT DOLLARS AND NO CENTS -----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 26<sup>th</sup> day of September, 1984, for the construction of:

RESOLUTION NO. 6006-84

To improve GRANT AVENUE with curb sidewalk and street lights from Maumee Avenue to center of Lot 131 on west side and to center of Lot 178 on east side (BASE BID).

ALTERNATE I ALLIGER STREET with curb, walks and street lights from Grant Avenue to Fletcher Avenue.

ALTERNATE II ALLIGER STREET with curb, walks and street lights from Fletcher Avenue to Anthony Blvd.

This Area also known as MEMORIAL PARK PHASE III

at a cost of SEVENTY-NINE THOUSAND, TWO HUNDRED NINETY-EIGHT DOLLARS AND NO CENTS -----  
(\$ 79,298.00 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-  
(number)  
parts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL)

ATTEST:

Janice M. Hipkind  
(Principal) Secretary

Neal Ryan  
Witness as to Principal

\_\_\_\_\_  
(Address)

Marcia S. Dummelle  
Witness as to Surety

\_\_\_\_\_  
(Address)

HIPSKIND CONCRETE CORPORATION  
Principal  
BY Patricia D. Hipkind  
President  
(Title)

\_\_\_\_\_  
(Address)

FIDELITY & DEPOSIT COMPANY  
Surety  
BY James M. [Signature]  
Attorney-in-Fact  
(Authorized Agent)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY



Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Oscar C. Mitson, Terrence J. Ward and R. Kelly Disser, Jr., all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, January 6, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of April, A.D. 1980.....

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins  
Assistant Secretary

By

C W Robbins  
Vice-President

STATE OF MARYLAND }  
CITY OF BALTIMORE } SS:

On this 17th day of April, A.D. 1980, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader  
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 25th day of September, 1984

C W Robbins  
Assistant Secretary



U - UNDEVELOPED  
IF- INDUSTRIAL FUND  
PW- PER WEEK  
PR- PROMOTIONAL FUND

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, All Construction and Maintenance contracts awarded by the Board of Works, City of Fort Wayne, Indiana, during the months of July, August & September 1984.

in compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

CRAFT	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.	MISC	EXP. D/A
ASBESTOS WORKER	1	17.70	.85	1.45		2c		6/30/84
BOILERMAKER	1	18.83	1.47½	1.90		3c		
BRICKLAYER	1	15.91	1.05	1.25		4c	12c PR 4c IF	5/31/84
CARPENTER (BLDG. )	1	13.90	1.50	1.25		2c	1c PR 4c IF	12/1/84
(HIWAY )	1	13.76	1.25	1.25		5c	4c IF	
CEMENT MASON	1	12.85	.80	.80		2c		
DRYWALL TAPER	1	12.75	1.15	1.00		12c	16c	5/31/84
ELECTRICIAN	1	17.30	1.25	90c+3%		8c		5/31/84
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%	8½c		
GLAZIER	1	15.90		.70	40c	4c		
IRON WORKER	1	13.35	2.25	2.00		annuity 2.45 2c IF		5/31/84
LABORER ( BLDG. )	1,2,3	11.55 - 12.55	1.15	.75		9c	5c IF	5/31/84
( HIWAY )	1,2,3	10.98 - 11.83	1.15	.75		9c		
( SEWER )	1,2,3	9.75 - 10.60	1.05	.75		4c		
LATHER	1	13.90	1.50	1.25		2c	4c IF 1c PR	
MILLWRIGHT & PILEDRIVER	1	14.30	1.50	1.25		2c	4c IF 2c PR	
OP. ENGINEER ( BLDG. )	1,2,3	11.55 - 12.55	1.25	1.55		10c		5/31/84
( HIWAY )	1,2,3	11.36 - 15.50	1.25	1.55		14c		3/31/84
( SEWER )	1,2,3	9.75 - 12.94	.75	1.00		10c		
PAINTER, BRUSH & ROLLER	1	12.75	1.15	1.00		12c	16c	5/31/84
SPRAY & SANDBLAST	1	13.75	1.15	1.00		12c	16c	5/31/84
PLASTERER	1	12.85	.80	.80		2c		
PLUMBER & STEAMFITTER	1	17.68	1.00	1.80		7c	7c IF	5/31/84
TILE & TERRAZZO MECHANIC	1	14.25						5/31/84
MOSAIC & TERRAZZO GRINDER	1	9.50 - 11.50						5/31/84
ROOFER	1	16.10	1.00	.50				5/31/84
SHEETMETAL WORKER	1	16.67	1.40	1.86		19c	19c IF 60c SAS	4I
TEAMSTER ( BLDG. )	1,2,3	13.00½ - 13.45½	58.70 PW	51.00 PW				
( HIWAY )	1,2,3	12.31 - 12.91	45.50	"				

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 28<sup>th</sup> DAY OF June, 1984

Lee Stone  
REPRESENTING GOVERNOR OF INDIANA  
David J. Kient  
REPRESENTING THE AWARING AGENCY

Thomas E. Harnings  
REPRESENTING THE STATE A.F.L. - C.I.O.



BILL NO. S-84-10-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN  
ORDINANCE approving Contract for Resolution #6006-84 - Memorial  
Park, Phase III by the City of Fort Wayne by and through its Board  
of Public Works and Safety with Hipskind Concrete Corporation

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

CHARLES B. REDD, VICE CHAIRMAN

Charles B. Redd

JANET G. BRADBURY

Janet G. Bradbury

PAUL M. BURNS

THOMAS C. HENRY

Thomas C. Henry

CONCURRED IN 10-23-84  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Contract for Res. #6006-84 - Memorial Park, Phase III

DEPARTMENT REQUESTING ORDINANCE Contractor Hipkind Concrete Corporation  
Board of Public Works & Safety J-84-10-14

SYNOPSIS OF ORDINANCE Contract for Res. #6006-84, Memorial Park, Phase III  
is for installation of curbs, sidewalk and street light from Maumee Avenue  
to center of Lot 131 on west side and to center of Lot 178 on east side.

ALTERNATE I consists of installation on Alliger Street from Grant Avenue  
to Fletcher Avenue.

ALTERNATE II consists of installation on Alliger Street from Fletcher  
Avenue to Anthony Boulevard.

Contractor is Hipkind Concrete Corporation

PRIOR APPROVAL RECEIVED JULY 10, 1984.

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) Alternate I & II contingent on money being available from CD & P.	\$57,407.50	Base Bid
	13,044.00	Alt. I
	8,846.50	Alt. II

ASSIGNED TO COMMITTEE